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This Stipulation is made by and between the South Carolina Office of Regulatory Staff (“ORS”) and Kiawah River Utility Company (“KRUC” or the “Company”) (collectively referred to as the “Parties” or sometimes individually as “Party”).

WHEREAS, the above-captioned proceeding has been established by the Public Service Commission of South Carolina (the “Commission”) pursuant to the procedure established in S.C. Code Ann. § 58-5-240 (2015) and S.C. Code Regs. 103-512.4.A and 103-503 (2012), and the Parties to this Stipulation are the only parties of record in the above-captioned docket;

WHEREAS, Kiawah River Investment, LLC (“KRI”) is the developer of Kiawah River Development, and the sole owner of Kiawah River Utility Holdings, LLC (“KRUH”), which wholly owns KRUC;

WHEREAS; KRI, KRUH, and KRUC entered into a Memorandum of Understanding that was replaced with an Amended Memorandum of Understanding (“MOU”) to formalize the commitment of KRI to fund all utility operating deficits until there is a sufficient level of operating revenues or KRUC can attract capital;

WHEREAS, the Kiawah River Development is a proposed mixed-use community that would, once fully developed, include up to 1,285 homes; up to 450 guest rooms in hotels, inns, and/or villas; and 80,000 square feet of retail and/or office use;

WHEREAS, buildout of the Kiawah River Development began in 2019 and the utility company operations are expected to be completed in four (4) phases over the next twenty (20) years;

WHEREAS, upon completion of the first phase of the buildout, KRUC will operate as a NARUC Class C wastewater utility;

WHEREAS, KRUC has contracted with M.J. Agin & Associates (the “Operator Agreement”) to perform maintenance, repairs, and environmental compliance duties;

WHEREAS, KRUC has contracted with Guastella Associates, LLC (the “Management Agreement”) to manage KRUC’s record keeping, accounting, billing, customer service, financial, and regulatory matters;

WHEREAS, ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10(B) (Supp. 2018);

WHEREAS, ORS conducted an examination of the financial records of the Company relative to the matters raised in the Application and has conducted a site visit;

WHEREAS, the Company filed a Petition with the Commission on September 19, 2019, for the Approval of Contracts with the Utility Operator, the Utility Manager, and Parent/Developer pursuant to 26 S.C. Code Regs. R. 103-541;

WHEREAS, the Company provided ORS copies of the contracts for which it is seeking approval before filing the Application for Approval and ORS has reviewed the contracts and does not object to the contracts;

WHEREAS, the Parties engaged in discussions to determine if a stipulation would be in their best interests and, in the case of ORS, in the public interest; and,

WHEREAS, following those discussions, the Parties determined that their interests, and ORS determined that the public interest, would be best served by stipulating to an agreement regarding issues pending in the above-captioned case under the terms and conditions set forth herein;

**A. STIPULATION OF AGREEMENT, TESTIMONY AND WAIVER OF CROSS-
EXAMINATION**

1. The Parties agree to stipulate into the record before the Commission the pre-filed testimony and exhibits (collectively, the “Stipulated Testimony”) of the following witnesses without objection, change, amendment, or cross-examination with the exception of changes comparable to those that would be presented via an errata sheet or through a witness noting a correction consistent with this Stipulation. The Parties also reserve the right to engage in redirect examination of witnesses as necessary to respond to issues raised by the examination of their witnesses, if any, by the Commission or by any late-filed testimony.

KRUC witnesses:

1. Kevin O’Neill
2. John Guastella

3. Lyndell Cummins
4. Gary White

ORS witness:

1. Anthony Sandonato
2. The Parties agree to offer no other evidence in the proceeding other than the stipulated testimony and exhibits and this Stipulation unless the additional evidence is to support the Stipulation, consists of changes comparable to that which would be presented via an errata sheet or through a witness noting a correction or clarification, consists of a witness adopting the testimony of another if permitted by the Commission, or is responsive to issues raised by examination of the Parties' witnesses by Commissioners or by late-filed testimony. The Parties agree that nothing herein will preclude each party from advancing its respective positions in the event that the Commission does not approve the Stipulation.

3. The Parties hereby stipulate to the following terms, which if adopted by the Commission in its Order on the merits of this proceeding, will result in rates and terms and conditions of sewer service which are adequate, just, reasonable, nondiscriminatory, and supported by the evidence of record of this proceeding, and further result in the Commission's approval of the Operator Agreement, the Management Agreement, and the MOU.

B. REMAINING STIPULATION TERMS AND CONDITIONS

4. The Parties stipulate and agree KRUC must keep and maintain the performance bond in the amount of \$350,000 for sewer service filed with the Commission on July 12, 2019;
5. The Parties stipulate and agree KRUC's proposed monthly rate of \$85 per month per unit paid by customers in advance is just and reasonable;
6. The Parties stipulate and agree the terms set forth in KRUC's schedule for sewer service (Exhibit 6A to the Application, copy attached as Exhibit 1 hereto) are just and reasonable;

7. The Parties stipulate and agree to the sufficiency of the sample billing invoice attached as Exhibit 14 to the Application;

8. The Parties stipulate and agree KRI or KRUC will revise the disclosure under the Interstate Land Sales Full Disclosure Act furnished to all prospective purchasers of property within the Kiawah River Development to set forth the initial rates of service and to further state KRUC anticipates seeking increases in the rates in the future that would have to be approved by the South Carolina Public Service Commission;

9. The Parties stipulate and agree that ORS does not object to the Company's request for Commission approval of the Operator Agreement, the First Amendment to the Operator Agreement, the Management Agreement, and the MOU;

10. The Parties stipulate and agree KRUC is currently operating under a temporary permit that allows the Company to store the wastewater from the system in the aerated lagoon. Once the system wastewater flow reaches 4,000 gallons per day the Company will obtain final approval to operate from DHEC and commence the operation of the plant. KRUC will notify the Commission and ORS once the Company obtains final approval from DHEC and begins the operation of its wastewater treatment plant and will provide a copy of DHEC's final approval for operation to ORS and the Commission.

11. The Parties agree that this Stipulation is reasonable, is in the public interest, and is in accordance with law and regulatory policy. This Stipulation in no way constitutes a waiver or acceptance of the position of either of the Parties in any future proceeding. This Stipulation does not establish any precedent with respect to the issues resolved herein and in no way precludes any Party herein from advocating an alternative position in any future proceeding.

12. The Parties agree to cooperate in good faith with one another in recommending and advocating to the Commission that this Stipulation be accepted and approved by the Commission in its entirety as a fair and reasonable resolution of certain issues currently pending in the above-captioned proceeding and detailed here-in, and to take no action inconsistent with its adoption by the Commission. The Parties agree to use their best efforts to defend and support any Commission order issued approving this Stipulation and the terms and conditions contained herein.

13. The Parties agree that signing this Stipulation (a) will not constrain, inhibit, impair, or prejudice their arguments or positions held in future or collateral proceedings; (b) will not constitute a precedent or evidence of acceptable practice in future proceedings; and (c) will not limit the relief, rates, recovery, or rates of return that any Party may seek or advocate in any future proceeding. If the Commission declines to approve this Stipulation in its entirety, then any Party may withdraw from the Stipulation without penalty or obligation.

14. This Stipulation shall be interpreted according to South Carolina law.

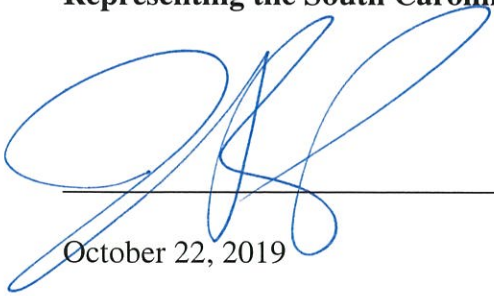
15. The Parties represent that the terms of this Stipulation are based upon full and accurate information known as of the date this Stipulation is executed. If, after execution, either Party is made aware of information that conflicts, nullifies, or is otherwise materially different than that information upon which this Stipulation is based, either Party may withdraw from the Stipulation with written notice to the other Party.

16. The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Stipulation, by affixing its signature or by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and e-mail signatures shall be as effective as

original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Stipulation.

[PARTY SIGNATURES TO FOLLOW ON SEPARATE PAGES]

Representing the South Carolina Office of Regulatory Staff



October 22, 2019

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October 22, 2019

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Solely with respect to Paragraph 8 of the Stipulation:

Representing Kiawah River Investment, LLC

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